

Serial No 09/470,039

In reply to Office Action mailed March 10, 2004

Page 6 of 7

#### REMARKS/ARGUMENTS

Claims 1-4, 6-10, 12-16, and 18 are pending in this application. Claims 1, 7, and 13 have been amended and are fully supported by the specification. Applicants amended the claims for clarification. For at least the reasons stated below, Applicants assert that all claims are in condition for allowance.

#### CLAIM REJECTIONS UNDER 35 U.S.C. § 103

Claims 1-4, 6-10, 12-16, and 18 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over *Camp et al.* (U.S. Patent No. 6,317,729), in view of *Ginter et al.* (U.S. Patent No. 5,892,900). The cited references, either alone or in combination, do not teach or suggest all the claim limitations as required by MPEP § 2143, nor is there any motivation to modify the references to teach or suggest all the claim limitations as required by MPEP § 2143. For at least these reasons, this rejection is unsupported by the art and Applicants respectfully request that Examiner withdraw the § 103 rejection.

The present invention generally provides for initiating an agreement utilizing a network, comprising the steps of:

- (a) allowing a buyer and a seller to negotiate terms of a trade utilizing a network, wherein on-line term negotiation forms may be traded via a network as buyer and seller negotiate a transaction;
- (b) receiving from the buyer the form indicating the terms of trade utilizing the network;
- (c) receiving an identifier from the buyer utilizing the network;
- (d) sending the form to a bank for assessing the credit of the buyer utilizing the network, wherein the bank to which the credit application is sent is based on the identifier;
- (e) forwarding the form to the seller along with the assessment of the credit of the buyer utilizing the network;
- (f) allowing the seller to digitally sign the form utilizing the network;
- (g) receiving the digitally signed form from the seller utilizing the network;
- (h) transmitting a notice to the buyer indicating that the digitally signed form has been received from the seller, thus initiating the agreement;
- (i) verifying the credit of the seller utilizing the network; and
- (j) allowing the buyer to select from a group of options in order to settle an account utilizing the network, wherein the options include settling a minimum balance, partially settling, settling a full balance, and applying for an import loan on payment due date.

Because the combination of *Camp* and *Ginter* do not teach or suggest every element of every claim and because there is no motivation to modify the references to teach every element of every claim, Applicants respectfully request that Examiner's § 103 rejections be withdrawn.

Serial No 09/470,039

In reply to Office Action mailed March 10, 2004

Page 7 of 7

Specifically, the claims require, *inter alia*, allowing the buyer to settle an account by selecting from four options: settling a minimum balance, partially settling, settling a full balance, and applying for an import loan on payment due date. The art of record fails to teach or suggest this feature.

For at least these reasons, the cited references, each alone or in combination, fail to teach or suggest every element of claims 1-4, 6-10, 12-16, and 18, and Applicants respectfully request that Examiner's § 103 rejections be withdrawn.

### CONCLUSION

Applicants submit that all pending claims are allowable and respectfully request that a Notice of Allowance be issued in this case. In the event a telephone conversation would expedite the prosecution of this application, the Examiner may reach the undersigned at (612) 607-7386. If any fees are due in connection with the filing of this paper, then the Commissioner is authorized to charge such fees including fees for any extension of time, to Deposit Account No. 50-1901 (Reference 60021-339201).

Respectfully submitted,

By 

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